

DEPARTMENT OF THE ARMY
Huntsville Division, Corps of Engineers
PO Box 1600

CEHNDR 715-1-13

CEHND-CT

Huntsville, Alabama 35807-4301

Regulation
No. 715-1-13

23 Apr 92

Duties and Responsibilities
CONTRACTING OFFICER REPRESENTATIVE (COR)

1. PURPOSE. This regulation establishes policy, procedures, and training requirements for contracting officer representatives (COR's) appointed by contracting officers. This policy is intended to provide a better understanding of the responsibilities and duties of the COR.

2. APPLICABILITY. It is applicable to all Huntsville Division contracting officer representatives (COR's) and other COR's appointed by contracting officers of the Huntsville Division.

3. REFERENCES.

a. FAR, AFARS, EFARS, Subparts 1.6. and DFARS 201.6.

b. CEPR-CP memorandum, subject: Professional Development of Construction Personnel, ER 350-7-1 (ER), 1 Oct 90 and Change 1 1 Nov 90.

4. POLICY.

a. Authority and Limitations.

(1) Each COR designation and change thereto shall be in writing. A separate designation shall be issued for each contract defining therein the scope and limitations of authority of the COR.

(2) A designation of a COR shall remain in effect throughout the life of the contract unless it is revoked by the contracting officer or his successor, or revoked through reassignment or departure of the individual designated.

(3) The COR authority is derived solely from the contracting officer. The COR must carefully observe the scope and limitations of delegated authority and must consult with the contracting officer when in doubt about a correct course of action to be taken.

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(4) The following descending order of preference shall be used when appointing qualified individuals to serve as COR's:

- (a) Huntsville Division personnel located in Huntsville
- (b) Huntsville Division personnel located elsewhere
- (c) CE District/Division personnel
- (d) DEH/DOC personnel at installations
- (e) Other

(5) Delegation to DEH/DOC or other qualified personnel requires Huntsville Division Executive Office approval. Periodic surveillance of delegated responsibility/authority by Huntsville Division project management and contracting personnel is required.

b. Redlegation of Authority. The COR may not redelegate his COR authority.

c. Responsibilities. The COR must be aware of the continuing responsibility to act in the best interests of the Government and the need to work closely with the contractor and contracting officer to anticipate and resolve difficulties. The COR must objectively evaluate the contractor's performance and keep the contracting officer fully informed of progress, including problems with the contract. Failure to inform the contracting officer is by far the most common COR error.

See Change 1
d. ~~Modifying Contracts.~~ The COR shall not award, agree to, or sign any contract or modification, or in any way obligate the expenditure of money by the Government and shall avoid any action which the contractor might construe as authorization to alter, reduce, or increase the work required in the contract.

5. STANDARDS OF CONDUCT. All personnel engaged in contracting and related activities must conduct business dealings with industry in a manner above reproach in every respect and must protect the U.S. Government's interest and maintain its reputation for fair dealings with contractors. Army Regulation (AR) 600-50 sets forth applicable standards of conduct for all DA personnel directly or indirectly concerned with contracting or related activities. COR appointees must review these standards of conduct semiannually and abide by these standards.

6. RESPONSIBILITIES AND DUTIES OF THE COR.

a. The technical area of the contract is one of the COR's more important areas of responsibility. COR's must take the lead under the guidance and direction of the contracting officer to determine that work performed fulfills contract requirements.

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b. Under no circumstances shall the COR authorize start or extension of work by a contractor. This is especially important when considering the extension of work under an existing contract.

c. The COR will typically provide assistance to the contracting officer either personally or through assignment to others working for/or with the COR in the following contract administration functions:

- Promptly approve or disapprove contractor's invoice by processing invoices to take advantage of prompt payment discounts and avoid interest charges for late payments. (See paragraph 6d).

- Review and evaluate contractor's proposals and furnish comments and recommendations to the contracting officer or authorized negotiator.

- Assist in negotiating and preparing modifications.

- Attend postaward, preconstruction, and prework conferences.

- Perform surveillance and status reporting, including timely reporting of potential and actual slippages in contract schedules.

- Make appropriate comments to the contracting officer of any inadequacies noted in specifications.

- Prepare receiving reports in a timely manner and distribute as required.

- Represent the contracting officer in technical matters.

- Consult with the contracting officer when in doubt about any matter involving the contract or contractor.

- Provide assistance to the contracting officer to ensure complete and timely performance by the contractor.

- Keep abreast of the contractor's performance through proper monitoring.

- Work with the other directorates or offices when necessary in handling contractor matters concerning property, security, and funding.

- Give contractors fair and equal treatment.

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- Submit required report(s) to the contracting officer on status of contractor's performance.

- Otherwise perform strictly within the contracting officer's letter of designation of the COR for specific responsibilities.

d. The COR shall personally approve or disapprove contractor's invoices for partial or progress payments which do not include the release of retention (if specified in the COR appointment letter.) The COR shall verify or obtain verification from other responsible parties as to the amount of work actually performed in relation to that claimed for payment before approving an invoice.

e. As COR you will not:

- Encourage any contractor by words or actions, or failure to act, to undertake any work either on a new proposed effort or on an extension of work beyond the period set forth in an existing contract.

- Participate in any way with a contractor or his employees which may create an impression of favoritism toward one contractor.

- Provide any information relating to a competitive procurement to any potential offeror without first discussing the situation with the contracting officer.

- Interfere with the contractor's management prerogatives by "supervising" contractor employees or otherwise directing their work efforts.

- Execute options in the contract.

- Make final determination of contractor's liability for loss, damage or unreasonable use of Government-furnished material.

- Authorize a contractor to obtain property for use under a contract or to use Government-furnished property (GFP) possessed under one contract for use under another contract.

- Initiate contracting actions by use of imprest funds, blanket purchase agreements, or other simplified purchase methods.

- Place calls or delivery orders under basic agreements, basic ordering agreements, or indefinite delivery type contracts.

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f. The duties and responsibilities set forth herein are not intended to be all-inclusive. As specific situations arise that have not been covered or that have created a question, the COR should consult with the contracting officer and obtain advice on how to proceed in the best interests of the Government and the contractor.

7. CHECKLIST FOR COR FILES.

a. General. In performing the duties as a COR, it will be necessary to organize files so that essential information concerning the contracts can be easily located.

b. The files should contain the following documents:

- A copy of the COR designation letter.
- A copy of the COR's completed training if a first time COR. (See requirement in paragraph 8 below.)
- A copy of the contract and all modifications thereto.
- All correspondence initiated by the COR concerning performance of the contract.
- Names and position titles of individuals who are functioning as technical and administrative assistants.
- Record of inspections performed in accordance with the contract inspection clause describing when, where, and how the inspections were accomplished, and their results.
- Memoranda for record or minutes of preperformance conferences.
- Memoranda for record or minutes of meetings and discussions with contractor, or others, pertaining to the contract.
- Applicable laboratory test reports, if any.
- Records of the contractor's inspection system, if obtained from the contractor.
- Project diary or inspector's performance log.
- A record of unusually severe weather conditions or other delays which may affect the contractor's performance.
- Samples, photographs, witnesses' statements and other pertinent factual data, if appropriate, to support documentation.

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- Copies of progress schedules approved by the contracting officer, if applicable.

- Copies of all invoices and receipt documents processed with dates recorded when forwarded for payment or returned to contractor for additional information.

c. Maintenance of Contract Files. When establishing a file for contracts assigned, a method convenient to the COR may be used. However, the file should be maintained so that the information contained is retrievable without extensive searching. This can be accomplished by filing all information by group in chronological order. If the file becomes large, it can be tabbed to enhance retrievability. When the contract has been completed, the entire COR file will be forwarded to the contracting officer for retention in the official contract file.

8. TRAINING REQUIREMENTS FOR COR'S. A combination of training and experience, along with an analysis of the varying degrees of responsibility must be considered by the contracting officer before appointing a COR.

a. Training requirements for COR's in the engineering and scientists, resources and construction (ESRC) field and comparable military personnel performing construction contract administration are covered in ER 350-7-1(FR). Huntsville Division contracting officers will utilize these guidelines in making COR appointments in these covered areas.

b. Except for A-E contracts personnel, COR's appointed after the effective date of this policy in areas other than those covered by ER 350-7-1 must complete either the Corps of Engineers Contracting Overview Course and a Contracting Officer Representative course or the Basic Management of Defense Acquisition Contracting Course. These courses can be completed onsite or by correspondence and must be completed within 6 months after appointment.

c. Training for COR's for A-E contracts shall include as a minimum, the Corps of Engineer A-E Contracting course and the MILCON Process course, formerly known as the Military Construction Project Management course.

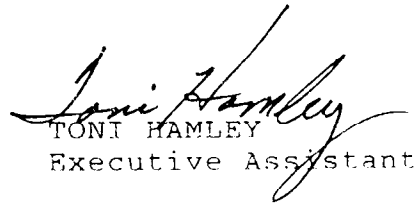
d. Training for COR's appointed before the effective date of this policy in areas other than those covered by ER 350-7-1, must complete the Corps of Engineering Contracting Overview Course or a contracting officer representative course within 1 year after the effective date of this policy.

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e. Based on the varying degrees of responsibility and the COR's experience and education, the contracting officer with the approval of the Director of Contracting may waive or add additional training requirements as deemed necessary.

9. The proponent for this regulation is the Director of Contracting. Any changes or deviations to the regulations must be coordinated through the director as necessary.

FOR THE COMMANDER:


TONI HAMLEY
Executive Assistant

DISTRIBUTION:

A, B (Branch Level)

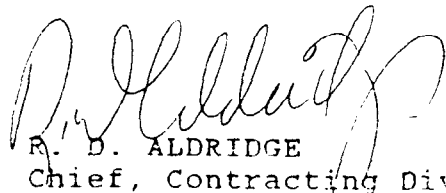
CEHND-CT (310-2d)

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Separation of Duties - Policy Memorandum No. 89-9

1. This policy endeavors to ensure that duties of technical personnel, including proponents, are adequately separated to preclude their steering of source selection toward a particular offeror/contractor.
2. Technical personnel who prepare the scopes of work for contracts or who will monitor and evaluate contractor performance after award shall not evaluate offerors' proposals in either the formal source selection procedure or the less formal technical evaluations. However, such personnel may participate in any negotiations with offerors following evaluations.
3. This policy does not preclude the use of such technical personnel during the evaluation process as nonvoting advisors.
4. If other technical personnel are not available to participate in the evaluation procedure and the person who has written the scope of work or will monitor/evaluate contractor performance after award must be used, a memorandum requesting a policy waiver will be prepared and signed by a level above the contracting officer.

FOR THE COMMANDER:


R. D. ALDRIDGE
Chief, Contracting Division

DISTRIBUTION:
A, B (Section Level)

30 May 89

PAMPHLET FOR CONTRACTING OFFICER'S REPRESENTATIVES

Part-One - General

Authorized Representatives of the Contracting Officers (CORs)

1-1. Purpose. The purpose of this pamphlet is to assist individuals designated as COR by the Huntington District Contracting Officers to perform the functions required of them in administering contracts. Guidance for Contracting Officer Technical Representative (COTRs) will be provided at a later date after guidance from Hq USACE is provided.

1-2. Applicability. This pamphlet is applicable to all personnel who have been designated as COR for contracts issued by the Huntington District. This includes individuals designated as Alternates who act only in the absence of the Primary appointee and, also applies to individuals designated as Property Administrators. This manual is not to be construed as authority to increase, restrict, or deviate from any provisions of the Federal Acquisition Regulation (FAR), Department of Defense Acquisition Regulation Supplement (DFAR), Department of the Army Acquisition Regulation Supplements (AFARS), or the Corps of Engineers Federal Acquisition Regulation Supplement (EFAR), nor is this manual intended to amplify, clarify, or interpret the contents of those procurement regulations. Throughout this manual the words "he/his" are intended to include both the masculine and feminine genders.

1-3. Implementation. This pamphlet may not be supplemented or expanded upon except to the extent that letters of appointment may expand or reduce COR responsibilities for a given contract.

1-4. References.

- a. FAR Subpart 42.3, Contract Administrative Office Functions.
- b. EFAR Subpart 42.2, Assignment of Contract Administrative Functions.
- c. CEORHR 1180-2-1, Subpart 42.3, Contract Administrative Office Functions.

Part Two - Selection, Designation and Termination

2-5. Selection. Any Huntington District Contracting Officer may select and designate qualified individuals, military or civilian, to act as his authorized representative in administering a contract. In selecting a COR, the Contracting Officer must ensure that the individual possesses qualifications and experience commensurate with the authorities with which he is to be empowered.

2-6. Designation. A COR is normally designated by name. The Contracting Officer must make a separate designation by letter for each contract, defining therein the scope and limitations of authority.

2-7. Termination. A COR must request termination and relief from duties from the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR so as to assure uninterrupted contract administration. A sample letter requesting termination of designation as COR is attached as Appendix 1.

2-8. Disposition of Files. Upon termination of a COR designation, the COR must promptly transfer his files to the successor COR or forward them to the Contracting Officer or as instructed.

Part Three - Standards of Conduct

3-9. Review of Standards. All personnel engaged in procurement and related activities must conduct business dealings with industry in a manner above reproach in every respect and must protect the US Government's interest and maintain its reputation for fair dealings with contractors. AR600-50 sets forth applicable standards of conduct for all personnel directly or indirectly concerned with procurement or related activities. The COR must review these standards of conduct semi-annually. In addition, the COR will certify annually that he is familiar with the provisions of AR 37-1, (Appendix A, Section 1517 of the Revised Statutes, as amended (31 USC 665)). This regulation deals with the prohibition of expenditures or contract obligations in excess of available funds.

3-10. Conflicts of Interest. A COR having direct or indirect financial interests which would result in a conflict between his private interests and the public interests of the United States must advise his supervisor and the Contracting Officer of the conflict so that appropriate action may be taken. Further, a COR must avoid the appearance of such conflict to maintain public confidence in the US Government's conduct of business with the private sector.

Part Four - General Authority and Responsibilities

4-11. Scope and Limitations of Authority. COR authority is derived solely from the Contracting Officer. A COR must carefully observe the scope and limitations of his authority as defined in his designation letter and as discussed in this manual. COR duties and responsibilities are derived from FAR Subpart 42.3. The COR must contact the Contracting Officer when in doubt as to the correct course of action to be taken.

4-12. Delegation of Authority. A COR cannot delegate authority. However, the COR may be assisted in performance of his duties by qualified technical and administrative assistants. A COR is responsible for those duties performed by technical and administrative assistants.

4-13. Responsibilities. A COR must be continually aware of his responsibility to act in the best interests of the US Government and must work closely with the Contractor and Contracting Officer to anticipate and resolve difficulties to ensure satisfactory completion of the contract. A COR must objectively evaluate the contractor's performance under the contract. A COR may in no way require or permit the contractor to furnish materials or services in addition to, less than, or different from those required by the contract.

4-14. Access to Technical Publications and Regulations. A COR must have ready access to all technical publications and regulations referenced in the contract.

4-15. Pre-Performance Conference. It is essential that prior to commencement of performance all parties have a clear understanding of the scope of the contract, the technical requirements, and the rights and obligations of the parties. This is usually accomplished in a post award conference. The Contracting Officer normally schedules and conducts the conference. However, the Contracting Officer may request the COR to conduct the conference, in which case the COR must prepare, or have prepared, DD Form 1484 (Post Award Conference Record) and furnish a copy to the Contracting Officer.

4-16. Terms and Conditions of Contracts. The COR must read and understand the terms and conditions of all contracts for which he is COR and must direct any questions as to intent to interpretation to the Contracting Officer.

4-17. Execution of Receipt and Acceptance Documents. The COR must exercise extreme caution in executing receipt and acceptance documents because, when performing this function, he is responsible for ensuring that the US Government has received the work or services for which it is paying.

4-18. Limitation of Authority to Modify Contracts. A COR may not be empowered to award, agree to, or sign any contract or modification thereto or in any way to obligate the US Government.

4-19. Unauthorized Actions. A COR is not authorized to initiate procurement actions by use of imprest funds, blanket purchase agreements, or other small purchase methods, nor to place calls or delivery orders under basic agreements, basic ordering agreements, or indefinite delivery type contracts.

4-20. Alternate COR. Individuals designated as Alternates have the duties/responsibilities of a COR but act only in the absence of the Primary COR.

4-21. COR Signatures. The COR shall sign as "Authorized Representative of the Contracting Officer" when communicating with the Contractor and not by staff or command title.

4-22. Procurement Policy and Procedure. The COR shall be proficient in current procurement policy and procedures so as to be able to provide appropriate guidance to the contractor on the processing of all contractual actions.

Part Five - COR Files

5-23. Establishment. The COR must establish and maintain a COR file for each contract administered. Files will be maintained in accordance with AR 25-400-2 (MARKS).

Part Six - COR Duties - Construction Contracts

6-24. Instructions to Contractors. Prior to commencement of performance, the COR must ensure that the contractor is instructed as to:

- a. Authority and responsibilities of the COR
- b. Names of those individuals, if any, assigned technical and administrative duties by the COR to assist in administering the contract and the responsibilities of those individuals.
- c. Applicable security requirements
- d. Applicable value engineering provisions
- e. Inspection, acceptance, and payment procedures
- f. Applicable safety requirements
- g. Evaluation criteria upon completion

6-25. Contractor Inspection Records. When construction contracts are in excess of \$25,000, the contractor is required by the contract clause entitled Contractor Inspection System to maintain an inspection system. The contractor must make his records of inspection available to the US Government inspector. As a minimum, the contractor's records must indicate the nature of the observations, the number of observations made, and the number and type of deficiencies found. The records must also indicate the acceptability of the work and the actions taken to correct deficiencies. The COR must ensure that the contractor complies with his contract requirements.

6-26. Progress Reports. The COR must furnish to the Contracting Officer written progress reports, in accordance with instructions of the Contracting Officer, during the period commencing with the start of on-site work ending when the work is 100% complete.

6-27. Notifications to Contracting Officers. The COR must promptly inform the Contracting Officer of the following:

- a. The exact date the contractor began performance.
- b. Incidents of unsatisfactory performance of the contractor, specifying the applicable paragraph of the contract which has been violated by the contractor and circumstances surrounding the violation with names, dates and places, and estimated damages that have been incurred by the US Government.
- c. Delays in the contractor's progress due to the fault of the US Government and a recommendation to Contracting Officer regarding any extensions of the contract completion date. This information is necessary in connection with the clause entitled Termination for Default - Damage of Delay - Time Extensions. (Note: Suspensions of Work Orders may be issued only by the Contracting Officer in accordance with the clause entitled Suspension of Work.)
- d. Any discrepancy between actual conditions and those represented in the contract provisions, specifications or drawings.

6-28. Correction of Deficiencies. In accordance with the Contract Inspection and Acceptance Clause the contractor must replace materials or correct workmanship not conforming to the contract requirements at no additional cost to the US Government and subject to any liquidated damages specified in the contract or actual damages incurred by the US Government. Should the Contractor fail to correct deficiencies, the General Provisions of the contract provide for specific actions to be taken by the Contracting Officer. (These actions may not be taken by a COR):

- a. Replace or correct the item or work at the contractor's expense. This may be accomplished by award of a new contract or by use of the Corps of Engineer's own resources.
- b. Accept the items with a reduction in price. This action is accomplished by formal modification to the contract. The reduced price is based upon the reasonable value of the item, taking into consideration the possible cost of correcting the item.
- c. Terminate the contract for default. This action is taken only as the last resort. Should the item or work be reprocured, the contractor is normally liable for excess costs incurred by the US Government.

6-29. Contractual Rights of the US Government. Although a contractual right of the US Government cannot be waived nor may a contract be modified for the convenience of the contractor, it may be in the best interests of the US Government not to reject the materials or services because of resultant utilities shut off, down time of equipment or facilities, excessive inconveniences to users or occupants, or the reasons unique to the contract: part or all of the cost for which may not be recoverable from the contractor as damages. If it is desired to accept work which essentially meets the needs of the US Government but does not conform to the requirements of the contract, the COR must furnish the Contracting Officer recommendations to accept the work together with findings of all points in which the work fails to meet contract requirements and an estimate of the time required for the contractor to complete performance. The Contracting Officer may extend the contract completion date by formal modification to allow the contractor to correct deficient work.

6-30. Progress Payments. Guidelines for the preparation and processing of payment estimates and invoices by Contracting Officer's Representatives are contained in the contract clauses entitled "Payments" and "Prompt Payment."

6-31. Value Engineering (VE) Change Proposals. The COR must encourage the contractor to submit VE Change Proposals under contracts containing VE incentive provisions. The COR must forward VE Change Proposals to the Contracting Officer for processing.

Part Seven - COR Duties - Other

7-32. Architect-Engineer Contracts. The COR will:

- a. Become familiar with all terms and conditions of the contract taking particular note of the project limitations specified by specifications or other approval documents/directives issued by appropriate authorities involving assigned contracts.
- b. Accept delivery of the services upon completion in accordance with the terms and conditions of the contract.
- c. Review and certify invoices for payment.
- d. Approve payment by use of Engineer Form 93 (Payment Estimate - Contract Performance).
- e. Ensure that the Performance Evaluation is initiated and processed within 30 days of completion of the Architect-Engineer (A-E) services.
- f. Serve as point-of-contact (POC) in the event A-E liability develops.

7-33. Open-End Architect-Engineer Contracts. The COR will:

- a. Forward the proposed work orders, and required documentation, to the Contracting Officer for signature.
- b. Certify invoices for payment and accept delivery of the services upon completion in accordance with the terms and conditions of the contract and work orders.
- c. The COR will forward the following to the Contracting Officer:
 - (1) One copy of the Final Payment Release in the format shown in Appendix B.
 - (2) An overall performance evaluation report is prepared in accordance with GEORHR 1180-2-1 (Acquisition Management Instructions).
 - (3) An individual performance evaluation report for each work order on which unsatisfactory performance is evident (See Appendix C).

7-34. District Office. COR authority is limited to signing routine correspondence that is prepared in the District Office and sent to contractors, certifying payment estimates prepared in the District Office and requested cost proposals, negotiating with contracting, and clarifying changes.

7-35. Property Administrator (PA).

- a. The scope and limitations for work to be performed and authority that may be exercised by a Property Administrator will be in accordance with the provisions of DFAR Supplement "No." 3.

b. The PA is authorized to approve the Contractor's written property control procedures for the US Government furnished property and the program for administration, maintenance, protection, and repair of such property, and to examine the documents which include, but are not limited to, consumption or usage reports, adjustment reports, reports of spoilage or shrinkage, sales, shipments, transfers, etc., recorded by the Contractor in the property account to the extent necessary to establish the correctness and completeness of such records. The PA will advise the Contracting Officer on all property.

c. The PA will ensure Contractor's compliance with the contract requirements relative to Government furnished property and fulfillment of all obligations imposed by DAR, Appendix B. Further, the PA will:

(1) Determine whether the Contractor is using Government furnished property for the purpose authorized by the contract and whether the Contractor is exercising appropriate care in the handling of Government furnished property and uses control records in the performance of the usage survey.

(2) Periodically examine all property records to determine whether such records reflect the status of Government furnished property and indicate compliance with the provisions of the contract and applicable directives. Report promptly, in writing to the Contracting Officer, any instances of noncompliance.

d. Upon installation or incorporation of Government furnished property, ensure that the contract file contains a final report of status of all Government furnished property included in the contract.

7-36. Property Administrator for Salvage Materials.

a. The PA is responsible to ensure that Contractors comply with the contract requirements relative to salvage materials and fulfillment of all obligations imposed by the contract. Periodically the PA will examine all property records to determine whether such records reflect the status of salvage material and indicate compliance with the provisions of the contract. Any noncompliance with contract provisions will be reported promptly, in writing, to the Contracting Officer. Upon completion of the contract the PA will ensure that the contract file contains a final report of all salvage material.

b. The PA is responsible to perform the duties related to salvage material described in DAR, Section XIII and Appendix B.

Part Eight - Disputes and Claims

8-37 Resolution of Disagreements. A COR must attempt to resolve disagreements with contractors. If the COR is unable to resolve disagreement, the matter must be referred to the Contracting Officer promptly so a timely decision can be made. The Contracting Officer will advise the COR on any additional work and documentation required. Details regarding dispute and claims procedures are contained in the contract clause entitled "Disputes."

Part Nine - Training Requirements for CORs

9-38. Training Requirements for CORs. The following training will be required before appointment of CORs upon issuance of this supplement. Those individuals currently appointed CORs will be grandfathered, however, it is highly recommended that training as listed below be taken by all CORs. Waivers of training requirements must accompany each request for CORs if applicable.

a. Construction Contracts.

- (i) Contracting Overview (Available on site)
- (ii) Management of Defense Acquisition Contracts (available through correspondence).
- (iii) Construction Contract Administration (Prospect Course).
- (iv) Negotiation of Construction Modifications (Prospect Course).
- (v) Network Analysis System (Prospect Course).
- (vi) Contract Law

b. Architect-Engineer Contracts.

- (i) Contracting Overview (Available on site).
- (ii) Management of Defense Acquisition Contracts (available through correspondence).
- (iii) Contract Law
- (iv) A-E Contracting (Prospect Course).

c. Service Contracts. (O&M Contracts Administered by Operations Division)

- (i) Contracting Overview (Available on site).
- (ii) O&M Contracts - Basic (Prospect Course).
- (iii) O&M Contracts - Advanced (Prospect Course).
- (iv) Locally Developed O&M Contracting by Huntington District Personnel.

d. FIPS Contracts. Normally all FIPs contracts will be administered by contract specialists located in Contracting Division. However, for those CORs appointed by contracting officers from the Huntington District for Hq USACE, the following minimum training will be required:

- (i) Contracting Overview (available on site).
- (ii) FIRMR Overview (provided by Hq USACE IM personnel).
- (iii) Management of Defense Acquisition Contracts (available through correspondence).
- (iv) Locally developed training by Huntington District Contracting Division staff.
- (v) Acquisition of Defense Information Resources
- (vi) Contract Law (recommended but not required).

e. Supply Contracts. Supply contracts will be administered by Contracting Division staff personnel.

APPENDIX A

SAMPLE TERMINATION REQUEST LETTER

SUBJECT: Termination of Contracting Officer's Representative
(COR) Designation

Mr. John Doe
Contracting Officer
Contracting Division

1. Due to my transfer from my position, request that my designation as COR be terminated effective
(date) for the following contracts:

Contract No.	Contractor
--------------	------------

2. My successor will be _____(name) . His reporting date is (date)

John Smith
Resident Engineer

APPENDIX B

SAMPLE FINAL PAYMENT RELEASE

FINAL PAYMENT RELEASE

Date: From: (Contractor)

To: US Army Engineer District, Huntington
502 Eighth Street
Huntington, West Virginia 25701-2070

Contract Number: DACW69- -D-

Work Order Numbers: thru

Upon payment of the final invoice in the amount of the undersigned hereby releases the United States of America, it's officers and agents, of all claims arising under or by virtue of above contract and work orders, other than such claims, if any, as may be specified below:

SIGNATURE
NAME OF FIRM (PRINTED)

Copies Furnished:

- 1 - Contract File(Contracting Officer)
- 1 - Finance & Accounting
- 1 - Contractor
- 1 - COR



DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

14 OCT 1993

CEPR-P (715)

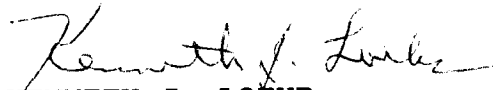
MEMORANDUM FOR COMMANDER, ALL MAJOR SUBORDINATE COMMANDS,
DISTRICT COMMANDS, LABORATORIES AND FIELD
OPERATING ACTIVITIES, ATTN: CHIEF, CONTRACTING
DIVISION

SUBJECT: PARC Instruction Letter 93-5, Selecting, Training,
Qualifying, and Appointing Contracting Officer's Representatives

1. Reference CEPR-P memorandum dated 23 SEP 1993, sab.
2. Enclosed is a revision to subject PARC Instruction Letter. Changes were made to the training requirements due to the current questionable availability of courses and the shortage of personnel in the PARC office to process waivers. Even though we would like to adhere to the higher standards for COR selection in order to improve our contract administration record, it is necessary to back down somewhat in these requirements until they are feasible. However, this does not diminish the necessity for all contracting offices to seek ways to make improvements in the oversight and administration of contracts, including the qualifications of CORs.
3. Please replace the PARC Instruction letter 93-5 of 23 SEP 1993 with this document. Retain the enclosures previously sent.
4. POC is Patricia Painton (CPCM), CEPR-P, (202) 272-0961.

FOR THE COMMANDER:

Encl


KENNETH J. LOEHR
Principal Assistant
Responsible for Contracting

Contracting
Officer's
Representative

Authority
Reserved By
Contracting
Officer

Specifications and Drawings

Make written determinations in case of difference
in figures, in the drawings or in the
specifications

- | | | |
|--|---|---|
| a. Obvious errors of minor nature | X | |
| b. Design changes or correction of
significant errors | | X |

Changes

- | | | |
|---|---|---|
| a. Solicit proposals for changes | X | |
| b. Evaluate proposed adjustment in
price and time | X | |
| c. Conduct negotiations as required | X | |
| d. Execute modification to make changes
and provide equitable adjustment | | X |
| e. Receive written notices from
contractor | X | |
| f. Note compliance with applicable
notice provisions | X | |

Differing Site Conditions

- | | | |
|--|---|---|
| a. Receive notice in writing before conditions
are disturbed and assure conditions are not
disturbed | X | |
| b. Investigate alleged changed conditions and
make recommendation | X | |
| c. Claims where notice not given before
conditions disturbed | | |
| 1. Make recommendations | X | |
| 2. Make decision all Differing Site
Condition | | X |
| d. Modify Contract | | X |

Termination for Default-Damages for Delay-Time
Extensions.

- | | | |
|---|---|---|
| a. Make recommendation for termination for default | X | |
| b. Written notice terminating Contractor's right
to proceed | | X |
| c. Receive notice of delay within 10 days from
the beginning thereof | X | |
| d. Extend time for receiving notice of delay | | X |
| e. Ascertain facts and extent of delay and
make recommendation | X | |
| f. Grant extensions of time | X | X |
| g. Make Findings of Fact (based on
recommendation of C.O.R.) | | X |

Disputes

- | | | |
|--|---|---|
| a. Settle by mutual agreement if appropriate
and possible | X | |
| b. Forward recommendation and all facts
fully documented to Contracting Officer | X | |
| c. Make written decisions concerning disputes | | X |
| d. Send decision to Contractor | | X |

Enclosure

0 1 2

	<u>Contracting Officer's Representative</u>	<u>Authority Reserved By Contracting Officer</u>
(cont'd)		
Payments to Contractors		
a. Determine if partial payments shall be more frequent than once a month		X
b. Approve payment estimate	X	
c. Determine if satisfactory progress is being made for purposes of withholding retained percentage	X	
d. Recommend release of excess retained percentages upon substantial completion of work	X	
e. Determine if release of claims from contractor or assignee is to be required		X
f. Determine if value of materials delivered to site shall be taken into consideration in partial payment estimates	X	
g. Recommendation as to where preparatory work at site shall be taken into consideration in partial payment estimates (where there is no "Payment for Preparatory Work" clause in Special Provisions)	X	
h. Determination as to preparatory work		X
Material and Workmanship		
a. Determination that materials and workmanship meet requirements	X	
b. Request samples (if necessary)	X	
c. Inspect and test samples	X	
d. Approval of materials and/or equipment	X	
e. Require removal of undesirable employees (other than contractor's key employees)	X	
Inspection and Acceptance		
a. Require inspection, examination and testing	X	
b. Reject defective material or workmanship or require its correction	X	
c. Direct removal of rejected materials	X	
d. Determine whether defective work shall be corrected by Government forces or another contractor		X
e. Terminate contractor's right to proceed for non-compliance with this clause		X
f. Order facilities, labor and materials necessary for inspection and testing	X	
g. Order removal or tearing out of completed work for purpose of inspection if necessary to determine compliance	X	
h. Determination of conformance	X	
i. Recommendation that extra payment and extension of time are required	X	
j. Issuance of modification covering extra payment, if necessary		X

	Contracting Officer's Representative	Authority Reserved By Contracting Officer
(cont'd)		
Superintendence by Contractor		
a. Require that Contractor give personal superintendence to work or have a satisfactory representative on the job with authority to act for him	X	
b. Recommend removal of contractor's representative if unsatisfactory	X	
c. Order removal of contractor's representative		X
Other Contracts		
Issues directions for coordination of work with that of other contractors	X	
Buy American Act		
a. Determine that contractor does not use foreign materials other than contained in list of exceptions	X	
b. Report violations to Contracting Officer	X	
Equal Opportunity Clause		
a. Determination of compliance with anti-discrimination laws	X	
b. Require that nondiscrimination posters be prominently displayed	X	
c. Report any violations to Labor compliance officer	X	
Termination for Convenience of the Government		X
Contractor Inspection System		
a. Require contractor to maintain adequate inspection system	X	
b. Require contractor to furnish records of his inspection	X	
Protection of Existing, Vegetation, Structures Utilities, Land Improvements		
a. Direct repair of existing structures, utilities or work damaged by contractor's operations	X	
b. Determine and direct extent of protection required for existing vegetation	X	
Operations and Storage Areas		
a. Authorize or approve operations and storage areas	X	
b. Determine erection of temporary buildings	X	
c. Determine if damage is caused by occupancy	X	
d. Authorize abandonment of temporary buildings or utilities		X
e. Authorize use of established roadways or construction of temporary roadways	X	

	Contracting Officer's Representative	Authority Reserved by Contracting Officer
<u>(cont'd)</u>		
Progress Charts and Requirements for Overtime Work		
a. Approve progress schedules	X	
b. Approve revised progress schedules	X	
c. Direct steps necessary to improve progress	X	
d. Terminate contractor's right to proceed for lack of due diligence		X
Subcontractors		
a. Receive lists of subcontractors	X	
b. Obtain statement that Nondiscrimination clause and other labor clauses have been included in subcontracts	X	
c. Recommend cancellation of subcontract if subcontractor is incompetent or undesirable	X	
d. Direct cancellation of subcontract if subcontractor is incompetent or undesirable		X
Use and Possession Prior to Completion		
a. Determine whether Government shall take possession of or use any partially completed part of the work	X	
b. Recommend equitable adjustment in contract price or time if possession or use prior to completion delays progress of work or causes additional expense to contractor	X	
c. Make equitable adjustment		X
Cleaning Up		
Inspect and direct cleaning of construction and storage areas	X	
Accident Prevention		
a. Enforce compliance with Corps of Engineers Manual	X	
b. Order additional safety measures	X	
c. Approve contractor's written proposals for effecting safety provisions	X	
d. Hold conferences with contractor to discuss safety program	X	
e. Prescribe procedures for safety of visitors	X	
f. Require the making of safety reports	X	
g. Notify contractor of noncompliance with safety provisions and action to be taken	X	
h. Issue orders stopping work pending compliance with safety provisions	X	

0.12

	<u>Contracting Officer's Representative</u>	<u>Authority Reserved by Contracting Officer</u>
<u>(cont'd)</u>		
Government Inspectors		
a. Insure strict compliance with terms of contract	X	
b. Authorize changes in provisions of specifications		X
c. Inspect completed work	X	
Suspension of Work		
a. Receive written notice of constructive or actual suspension	X	
b. Note compliance with 20-day rule	X	
c. Order suspension of work for convenience of Government		X
d. Extend time for ensuing delay		X
e. Make equitable adjustment in contract price in case of unreasonable delay		X
Notice to the Government of Labor Disputes		
Require contractors or subcontractors to give prompt notice of any labor disputes	X	
Value Engineering Incentive		
a. Review and forward proposal with recommendation	X	
b. Approval of proposal		X
Audit - Price Adjustments		
a. Obtain proposal with Cost & Pricing Data	X	
b. Obtain Certificate of Current Cost or Pricing Data	X	
c. Request Audit Review by Audit Agency	X	
Government-Furnished Property		
a. Make findings of delay to work caused by late delivery of Government-furnished property	X	
b. Grant time extension for such delay		X
c. Make equitable adjustment for increase or decrease in quantities of Government-furnished property		X
d. Order repair or replacement of defective Government-furnished property	X	
e. Maintain records of Government-furnished property	X	
f. Authorize disposal of surplus Government-furnished property or scrap		X
g. Fix time for presenting inventories of surplus Government-furnished property		X

(cont'd)	Contracting Officer's Representative	Authority Reserved by Contracting Officer
Davis-Bacon Act		
a. Require contractor and subcontractors to use proper classifications and to pay minimum wages as prescribed	X	
b. Require minimum wage rates be prominently displayed at the site of the work	X	
c. Make prompt report of violations that can not be promptly adjusted	X	
Contract Work Hours and Safety Standards Act--Overtime Compensation		
a. Require contractors and subcontractors pay at least one and one-half times basic rate of pay for work in excess of 40 hours per week.	X	
b. Make immediate report of violations that cannot be promptly adjusted	X	
c. Recommend penalties for violation	X	
d. Assess penalties		X
Apprentices		
Determine that apprentices are properly indentured and registered as required and if not require contractor and/or subcontractor to pay difference between apprentice and journeyman rate	X	
Payrolls and Basic Records		
a. Require contractors and subcontractors to maintain payroll records	X	
b. Forward properly certified copies of all payrolls to the Contracting Officer weekly after checking for proper compliance	X	
c. Direct furnishing of such other reports as may be required by the Dept. of Labor	X	
Compliance with Copeland Regulations		
a. Require that statement of compliance be attached to each copy of payrolls submitted by prime or subcontractors	X	
b. Report any violations of the terms of the Act	X	
Withholding of Funds		
a. Recommendation that funds be withheld for violation of contract labor provisions	X	
b. Determination for withholding of funds		X

(cont'd)

Contracting
Officer's
Representative

Authority
Reserved by
Contracting
Officer

SPECIAL PROVISIONS

Commencement, Prosecution and Completion
of work Require commencement of work within
period provided

X

Liquidated Damages

Determination and assessment of liquidated
damages

X

Contract Drawings, Maps & Specifications

Determine that work conforms in strict
accordance with contract drawings, maps
and specifications

X

Shop Drawings

a. Monitor submission of Shop Drawings

X

b. Approve shop drawings - when
specifically authorized

X

Certificates of Compliance

Receive and Approve

X

Purchase Orders

Requires submission of purchase orders

X

Rates of Wages

Approve labor classifications not listed
in contract (See Davis-Bacon Act clause of
contract)

X

Variations in Estimated Quantities

a. Determine equitable adjustment for overruns
or underruns in estimated quantities

X

b. Issue modification and grant extension of
time if circumstances warrant

X

Salvage Materials and Equipment

Determine method of property control records
for all materials or equipment specified to
be salvaged

X

Availability of Utility Services

a. Determine location of temporary lines

X

b. Direct removal of temporary lines

X

	Contracting Officer's Representative	Authority Reserved by Contracting Officer
(cont'd)		
Layout of Work and Surveys		
a. Determine changes if necessary for proper layout of work	X	
b. Suspend work when location and limit marks are not reasonably adequate to permit checking of work	X	
c. Supervise quantity surveys made for progress payments	X	
d. Make computations as necessary to determine final quantities	X	
Payments for Preparatory Work (where applicable)		
Determine whether payment to be made for construction plant, materials, structures or facilities		X
Funds Available for Payments		
(Continuing Contract Clause-Civil Works only)		
a. Reduce allocations		X
b. Notify contractor of additional allocations of funds		X
c. Notify contractor of exhaustion of funds		X
d. Extend time for delays	X	X
e. Approve progress charts consistent with clause	X	
Identification of Employees		
Direct and approve identification measures as may be necessary	X	
Insurance Required		
Require prompt submission of insurance certificates	X	
Approve insurance as may be required		X
Scheduling and Determination of Progress		
Determine that not more than the percentage provided is included in Rate of Progress for payments for materials delivered to site but not incorporated in the work	X	
Contractor Furnished Equipment		
a. Obtain itemized price list of equipment (if required)	X	
b. Obtain equipment guaranties as required	X	

(cont'd)

Contracting
Officer's
Representative

Authority
Reserved by
Contracting
Officer

Time Extensions

- a. Determine if portion of contract should be extended
- b. Approve time extensions

X

X

Other requirements may be included in special contracts

DO'S

- A. Have a copy of the contract and all modifications readily available.
- B. Have a copy of your letter of appointment readily available.
- C. Familiarize yourself with the contract requirements.
- D. Understand the limits of your authority.
- E. Establish a file for documents pertaining to the contract.
- F. Be aware of the prohibitions in the Standards of Conduct.
- G. Ensure satisfactory performance of the contractor's work.
- H. Keep the contracting officer informed of major problems.
- I. Give prompt attention to correspondence that requires your approval.
- J. Insure that unsatisfactory work is corrected.
- K. Inform the contractor of unsatisfactory performance.
- L. Advise the contracting officer of any labor disputes.
- M. Document meetings with the contractor and his personnel.

DON'TS

- A. Tell the contractor how to run his operation.
- B. Tell the contractor to fire an individual.
- C. Supervise contractor employees.
- D. Request work outside the scope of the contract.
- E. Permit the contractor to perform work outside the scope of the contract.
- F. , Delay any paperwork requiring immediate action.

ACTION LIST AND COMMENTS

- A. Have a copy of the contract and all modifications and delivery orders readily available.
- B. Have a copy of the COAR and Ordering Officer letters of appointment readily available.
- C. Read the contract.
- D. Maintain a file for documents pertaining to the contract.
- E. Be knowledgeable of the prohibitions in the Standards of Conduct.
- F. Be familiar with exactly what is to be furnished by the contractor.
- G. Be familiar with the Government's responsibilities for Government Furnished Material/Property.
- H. Be familiar with method of inspection.
- I. Try to gain an understanding of the contractor's method of operation.
- J. Contract requirements should be reviewed and areas that might be considered potential problems should be examined.
- K. Look for ways to improve the specification.
- L. The COAR should be fair in his surveillance of the contractor.
- M. Do not relieve the contractor of any contractual obligation by not requiring performance.
- N. Deviations or discrepancies shall be brought to the attention of the contractor.

- O. Do not hinder, obstruct, direct, or deal with contractor workers.
- P. Do not create an appearance that the Contractor's employees are employees of the Government.
- Q. Do not assume any contractor responsibilities.
- R. Do not request/direct the contractor to do anything differently than he planned to do as long as the planned activity will achieve contract requirements.
- S. Do not request the contractor to do work outside the scope of the contract.
- T. Prices shown in the contract are based upon competition and are not a matter of responsibility of the COAR.
- U. Assure that administrative actions required of the Government are promptly performed (for example, the release of Government-Furnished property).
- V. Give prompt attention to correspondence that requires COAR action.
- W. Maintain a record of the quality of service.
- X. Promptly submit receiving reports so as to avoid delays in payment of invoices.

DEPARTMENT OF THE ARMY
Vicksburg District, Corps of Engineers
Vicksburg, Mississippi 39181-0060

CELMK-CT
District Regulation
No. 1180-31-1

17 April 1991

Contracts
MANDATORY TRAINING FOR CONTRACTING OFFICER REPRESENTATIVE

1. Purpose. To establish a structured training program in contract administration for individuals appointed as Contracting Officer's Representative (COR).
2. Applicability. This District Regulation (DR) applies to all elements within the Vicksburg District. Education and experience will be considered when assessing an individual's qualifications for appointment as a COR.
3. General. Pursuant to AFARS 42.9001, all individuals designated as COR shall possess qualifications and experience commensurate with the authorities with which they are to be empowered. Training for COR's on construction contracts is governed by ER 350-7-1(FR). The following courses are identified as mandatory for individuals designated as COR's on other than construction contracts:
 - a. Contracting Overview (Prospect Exportable Training).
 - b. Contracting Officer's Representative (DMET) or Contracting for Contracting Officer's Representative (COR) (GSA).
 - c. COR's assigned to architect-engineer contracts will be required to complete the Prospect Course entitled "Architect-Engineer Contracting Procedures and Negotiations."
 - d. COR's assigned to Operation and Maintenance contracts will be required to complete the Prospect Course entitled "Administration of O&M Contracts".
4. Responsibility. It is the responsibility of Contracting Division as Program Advisor and the Human Resources Management Office, Training and Development Branch, to assist the supervisor of the organizational elements requiring COR representation in support of their contract program in complying with the requirements of this DR.
5. Procedures.
 - a. Paragraph 3 outlines the requirements necessary prior to appointment of any individual as a COR. All requests for appointment of an individual as a COR must be accompanied by a resume' which includes that individual's education, qualifying

DR 1180-31-1
17 Apr 91

experience, and certificate showing completion of those courses required by paragraphs 3.a. and 3.b. above or as required by ER 350-7-1(FR) in the case of construction contracts.

b. Any individual appointed as a COR within the first year after implementation of this DR must have the required courses scheduled. At the end of the initial year following implementation of this DR any individual requesting appointment as a COR must have completed the required training or obtain a waiver of the training requirement from the Commander.

c. Any individual authorized to serve as a COR prior to implementation of this DR must submit a training plan scheduling the required training for the Commander's approval or obtain a waiver of the required training approved by the Commander.

d. A file of all individuals authorized to serve as COR's will be maintained in the office of the Chief, Contracting Division. This file will consist of the original request, approved by the Commander, and a copy of the resume' and training certificates. A listing will be prepared by the Contracting Division and made available as necessary to those offices requiring this information.

6. Implementation. This DR is effective upon receipt.

FOR THE COMMANDER:



ROBERT R. GREEN
MAJ, Corps of Engineers
Deputy District Commander

DISTRIBUTION:
A (CELMK)

APPENDIX B

QUALIFICATIONS STATEMENT
FOR
CONTRACTING OFFICER'S REPRESENTATIVE (COR)

1. NAME OF DESIGNEE: _____

2. RANK OR GRADE, TITLE & POSITION: _____

3. THE FOLLOWING SUPPLEMENTAL INFORMATION IS FURNISHED (ATTACH
ADDITIONAL SHEETS IF NECESSARY):

a. BRIEF DESCRIPTION OF CURRENT DUTIES: _____

b. CIVIL SCHOOLS:

c. MILITARY SCHOOLS:

d. PREVIOUS PERTINENT EXPERIENCE (INCLUDE COMMENTS ON
KNOWLEDGE/EXPERIENCE IN CONNECTION WITH SMALL & DISADVANTAGED
BUSINESS UTILIZATION (SADBU) PROGRAM): _____

e. TYPE & DURATION OF PREVIOUS KEY POSITIONS: _____

f. COMMENT ON EVIDENCE OF BUSINESS ACUMEN, PERSONALITY
TRAITS, ETHICS, ETC.: _____

DATE: _____

CONTRACTING OFFICER

TAD Form 418
Jan 93

Appendix C

S A M P L E

CETAD-EE-EE

MEMORANDUM FOR CETAD-CT-P

SUBJECT: Request for Contracting Officer's Representative (COR)
for Riyadh Project Office, Saudi Arabia.

1. Request that Mr. John Jones be authorized to perform duties as Contracting Officer's Representative for the purpose of administering the following contract:

<u>Contract No./Description</u>	<u>Contractor</u>
DACA78-99-C-0050	ABC Corporation
Repair and restoration of	P.O. Box 555
elementary schools	Sunnyvale, CA 93991

2. Qualification Statement for Mr. Jones is enclosed.
3. If you have any questions please contact Mrs. Mary Smith, X3777.

Encl

ROBERT C. BROWN
Director, Construction

Appendix D

S A M P L E

CETAD-CT (715h)

MEMORANDUM FOR CETAD-CT (Mr. Core)

SUBJECT: Designation of Contracting Officer's Representative (COR), Contract DACA78-92-C-0000

1. Pursuant to the authority vested in me by DFARS 210.602 and AFARS 42.9001, you are hereby designated as Contracting Officer's Representative (COR). Subject to the limitations in this memorandum, as COR, you may take all necessary actions required in the field administration of the following contract:

CONTRACT NO./TITLE

CONTRACTOR

DACA78-92-C-0000
Over Hill Gang

ABC Company, Inc.
111 East Main Street
Winchester, VA 22601-1450

2. You are authorized, as COR, to perform field administration of the above contract, including the inspection and acceptance of any supplies and services in accordance with the contract's specifications, terms and conditions. You may take any action which could lawfully be undertaken by the contracting officer, except where the terms of the contract itself specifically prohibit a COR from exercising such authority or as limited by this obligation. You are authorized to:

a. Monitor the contractor's performance and notify the contractor of deficiencies observed during surveillance and direct appropriate action to effect correction in accordance with contract specifications, terms, and conditions.

b. Record, in writing, and report to the Contracting Officer incidents of faulty or nonconforming work, supplies or services, delays, or problems requiring the attention of the Contracting Officer.

c. Coordinate site entry for contractor personnel and act as a liaison between the contractor and the appropriate U.S. Army personnel.

3. You shall maintain a contract file for the contract identified above. As a minimum this file shall include:

a. A copy of this designation letter. Any other documentation describing your COR duties and responsibilities.

CETAD-CT

SUBJECT: Designation of Contracting Officer's Representative
(COR), Contract DACA78-92-C-0000

b. Copy of any written actions taken as COR and all responses thereto.

4. You are not authorized to:

a. Redelegate, in any way, any of the authorities provided you by this letter.

b. Initiate or award, agree to, or sign, any contract or contract modification thereto, or in any way obligate the payment of money by the government

c. Make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

d. Initiate any procurement actions by use of imprest funds, blanket purchase agreements or purchase order, or place calls on delivery orders under basic agreements, or indefinite delivery type contracts.

e. Take any action under Contract Clause entitled "Changes", including any agreement which involves any change in the contract time or monetary value.

f. Take any specific action under Contract Clause entitled "Termination for Default" except upon my specific direction.

g. Render the Contractor a decision under Contract Clause entitled "Disputes."

5. You may be personally liable for any unauthorized acts.

6. Should you have any doubts or questions concerning the authorities or limitations stated in this designation, you shall refer the questions to me for resolution.

7. This delegation of authority is effective as of the date of this letter and shall remain in effect until terminated in writing by me or by a successor Contracting Officer, until you no longer occupy the position shown after your name, herein, or upon completion of the contract, whichever occurs first.

8. All correspondence signed by you as Contracting Officer's Representative will include this title in your title block as follows:

Mr. Apple Core
Authorized Representative of
the Contracting Officer

DEPARTMENT OF THE ARMY
Huntsville Division, Corps of Engineers
PO Box 1600
Huntsville, Alabama 35807-4301

CEHND-CT

Regulation
No. 715-1-13
Change 1

9 March 1993

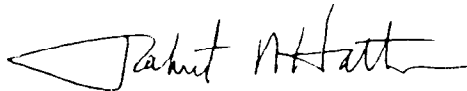
Duties and Responsibilities
CONTRACTING OFFICER REPRESENTATIVE (COR)

1. Paragraph 4.d of CEHNDR 715-1-13 is changed as follows:

"d. Modifying Contracts. The COR shall not award, agree to, or sign any contract or modification, or in any way obligate the expenditure of money by the Government and shall avoid any action which the contractor might construe as authorization to alter, reduce, or increase the work required in the contract. If the COR exceeds his authority and the contractor incurs costs in reliance of the COR's unauthorized direction(s), the COR's personal assets may be subjected to liability as a consequence of the unauthorized act(s)."

2. To post the change, line out paragraph 4.d of CEHNDR 715-1-13, dated 23 Apr 92, and add note "See Change 1."

FOR THE COMMANDER:



ROBERT N. HATTON
LTC, EN
Executive Officer

DISTRIBUTION:
A, B (Branch Level)

Encl 3

CETAD-CT

SUBJECT: Designation of Contracting Officer's Representative
(COR), Contract DACA78-92-C-0000

9. You shall maintain a correspondence file on all correspondence associated with the contract. You shall concurrently send a copy of all correspondence you sign as COR and any contractor's response thereto to the following address:

U.S. Army Corps of Engineers
Transatlantic Division
ATTN: CETAD-DC, LTC John W. Smith
Contracting Officer
P.O. Box 2250
Winchester, VA 22604-1450

10. Please sign and return the *original* ~~second~~ copy of this letter as acknowledgement of receipt.

JOHN W. SMITH
LTC. EN
Contracting Officer

CF:
Contractor (2 copies)
CETAD-CT-P (Contract File)
CETAD-EC-MA
CETAD-RM-F
CETAD-EA